

JUST RECEIVED.
LINEN COLLARS,
LINE FRONT,
SOFT FELT HATS,
STRAW HATS,
&c., &c.
COTTAM & Co.,
General Outfitters.

The Hongkong Telegraph.

ESTABLISHED 1881.

WEBSTER'S
DICTIONARY,
NEW EDITION,
IN THE
BEST AND CHEAPEST.
For Sale at the
Hongkong Telegraph Office,
No. 6, Peppert's Hill.

NEW SERIES No. 646. 日五十六年三十二精光

WEDNESDAY, JULY 14, 1897.

三拜禮 號四十月七英港香

THIRTY DOLLARS
PER ANNUM.

Banks.

HONGKONG AND SHANGHAI BANKING CORPORATION.
PAID-UP CAPITAL \$10,000,000
RESERVE FUND \$6,000,000
RESERVE LIABILITY OF PROPRIETORS \$10,000,000

COURT OF DIRECTORS:
ST. C. MICHAELSEN, Esq.—Chairman.
Hon. J. J. BELL-IRVING.—Deputy Chairman.
C. Beurmann, Esq. A. J. Raymond, Esq.
G. D. Bishop, Esq. R. L. Richardson, Esq.
G. B. Dodwell, Esq. R. Shaw, Esq.
R. M. Gray, Esq. N. A. Slobo, Esq.
David Gubbay, Esq. Gerald Slade, Esq.
CHIEF MANAGER:
Hongkong—T. JACKSON, Esq.

MANAGER:
Shanghai—J. P. Wade GARDNER, Esq.
LONDON BANKERS—LONDON AND COUNTY BANKING COMPANY, LIMITED.
HONGKONG—INTEREST ALLOWED
On Current Account at the rate of 2 per Cent, per Annum on the daily balance.

INTEREST ON FIXED DEPOSITS:
For 3 months, 2 per Cent, per Annum.
For 6 months, 3 per Cent, per Annum.
For 12 months, 4 per Cent, per Annum.
T. JACKSON,
Chief Manager,
Hongkong, 10th April, 1897.

HONGKONG SAVINGS BANK.

THE Business of the above Bank is conducted by the HONGKONG AND SHANGHAI BANKING CORPORATION. Rules may be obtained on application.

INTEREST on deposits is allowed at 3 per Cent, per annum.

Depositors may transfer at their option balances of \$100 or more to the HONGKONG AND SHANGHAI BANK to be placed on FIXED DEPOSIT at 4 PER CENT, per annum.

For the HONGKONG AND SHANGHAI BANKING CORPORATION,
T. JACKSON,
Chief Manager,
Hongkong, 1st August, 1897.

THE CHARTERED BANK OF INDIA, AUSTRALIA AND CHINA, INCORPORATED BY ROYAL CHARTER, 1853. HEAD OFFICE—LONDON.

CAPITAL PAID-UP \$300,000
RESERVE LIABILITY OF SHARE-HOLDERS \$300,000
RESERVE FUND \$375,000

INTEREST ALLOWED on CURRENT ACCOUNT at the Rate of 2 per cent, per annum on the Daily Balance.

On Fixed Deposits for 12 months... 4 per cent.
" " " 6 " " 34 "
" " " 3 " " 24 "

T. H. WHITHEAD,
Manager, Hongkong,
Hongkong, 2nd June, 1897.

THE NATIONAL BANK OF CHINA, LIMITED.

Authorised Capital \$1,000,000
Subscribed Capital \$500,000

HEAD OFFICE—HONGKONG.

Court of Directors:
D. Gillies, Esq. Chow Tung Shang, Esq.
H. Stoltenhoff, Esq. Kwan Hoi Chuen, Esq.
Chan Kit Shan, Esq. Chief Manager,
GEO. W. F. PLAYFAIR.

Interest for 12 months Fixed, 5 per Cent, Hongkong, 23rd October, 1897.

Intimations.

THE GREAT EASTERN AND CALEDONIAN GOLD MINING CO., LIMITED.

NOTICE TO APPLICANTS FOR SHARES.

LETTERS of ALLOTMENT of SHARES in the above COMPANY have now been sent out, and notice is hereby given that the sum of ONE DOLLAR AND FIFTY CENTS per Share DUE on Allotment must be PAID not later than the 15th day of July current at the OFFICE of the COMPANY, 20, Stanley Street.

SCHEELE & CO., General Agents, Hongkong, 12th July, 1897.

IMPERIAL KWANTUNG LOAN OF 1894.

PAYMENT OF INTEREST AND PART PRINCIPAL (FOURTH PERIOD).

NOTICE is hereby given that the WARRANTS for INTEREST on, and RE-PAYMENT of PART of PRINCIPAL of the BONDS of the IMPERIAL KWANTUNG LOAN of 1894, will be ready for issue on the 5th instant, at the OFFICE of the IMPERIAL MARITIME CUSTOMS, CANTON.

E. B. DREW, Commissioner of Customs, Canton, 8th July, 1897.

SPIERRY FLOUR COMPANY, HONGKONG.

I HAVE this Day RESUMED CHARGE of the Company's Business at this Branch, WILLIAM WHITLEY, Manager, Hongkong, 8th July, 1897.

NOTICE.

M. CURMALLY HASSEAU, being about to proceed to BOMBAY, M. CURMALLY JAN MOHOMED Assumes Charge of my Business from this date and is authorized to sign the FIRM in HONGKONG, CHINA and JAPAN.

E. PABANEY.

WANTED.

A FULL SIZE BILLIARD TABLE Complete.

Apply to, "RITCHIE," c/o CARMICHAEL & CO., 18, Piaya Central, Hongkong, 13th July, 1897.

Insurances.

THE STANDARD LIFE ASSURANCE COMPANY

has a long record of GOOD SERVICES to refer to; its FUNDS annually increasing, amount to \$6,000,000. The premiums are moderate; and all modern features consistent with safety have been adopted.

For Particulars and Rates, apply to

DODWELL, CARLILL & CO., Agents.

Hongkong, 2nd March, 1897.

THE MANCHESTER FIRE ASSURANCE COMPANY.

ESTABLISHED A.D. 1894.

CAPITAL \$1,000,000

TOTAL FUNDS AND SECURITY \$2,400,000

NET ANNUAL FIRE PREMIA \$75,478

HAVING been appointed AGENTS of the above Company are prepared to accept EUROPEAN and CHINESE RISKS at CURRENT RATES.

HOLIDAY, WISE & CO., Agents.

Hongkong, and Tientsin, 1897.

NORTH GERMAN FIRE INSURANCE COMPANY OF HAMBURG.

THE Undersigned AGENTS of the above Company are prepared to accept First Class FOREIGN and CHINESE RISKS, at CURRENT RATES.

SIEMSEN & CO., Hongkong, 28th May, 1897.

GENERAL NOTICE.

THE ON TAI INSURANCE COMPANY, (LIMITED)

CAPITAL, 1 TAELS 600,000] \$833,333.33;

RESERVE FUND \$318,000.00

BOARD OF DIRECTORS.

LEE SING, Esq. LO YUEN MOON, Esq.

LOU TSO SHUW, Esq.

MANAGER—HO AMEI.

MARINE RISKS on GOODS, &c., taken at CURRENT RATES to all parts of the World.

HEAD OFFICE, 8 & 9, PRAYA WEST, Hongkong, 1st August, 1897.

NOTICE.

THE MAN ON INSURANCE COMPANY, LIMITED.

CAPITAL SUBSCRIBED \$1,000,000

The above Company is prepared to accept MARINE RISKS at CURRENT RATES on Goods, &c. Policies granted to all Parts of the world payable at any of its Agencies.

CHAU TSEU FAT, Secretary.

HEAD OFFICE, No. 2, QUEEN'S ROAD WEST, Hongkong, 26th May, 1897.

NOTICE.

THE MAN ON INSURANCE COMPANY, LIMITED.

CAPITAL SUBSCRIBED \$1,000,000

The above Company is prepared to accept MARINE RISKS at CURRENT RATES on Goods, &c. Policies granted to all Parts of the world payable at any of its Agencies.

CHAU TSEU FAT, Secretary.

HEAD OFFICE, No. 2, QUEEN'S ROAD WEST, Hongkong, 26th May, 1897.

NOTICE.

THE HONGKONG LAND INVESTMENT AND AGENCY COMPANY, LIMITED.

A FOUR PER CENT. for the Six Months ending 30th June, 1897, will be PAYABLE on the 27th July next, or such date as DIVIDEND WARRANTS may be obtained on application at the COMPANY'S OFFICE, No. 5, Queen's Road Central.

The TRANSFER BOOKS of the Company will be CLOSED from 24th to 27th instant inclusive.

By Order of the Board of Directors,

MOWBRAY S. NORTHCOTE, Acting Secretary.

Hongkong, 1st July, 1897.

HONGKONG, CANTON AND MACAO STEAMBOAT COMPANY, LIMITED.

NOTICE TO SHAREHOLDERS.

THE SIXTY-SECOND ORDINARY HALF-YEARLY MEETING of SHAREHOLDERS in the COMPANY will be held at the OFFICE of the COMPANY, No. 18, Bank Buildings, Queen's Road Central, on SATURDAY, the 31st inst., at 12 o'clock NOON, for the purpose of receiving a Report of the Directors, together with a Statement of Accounts, deciding a Dividend, and electing Directors and Auditors.

The TRANSFER BOOKS of the Company will be CLOSED from the 18th to 31st inclusive.

By Order of the Board of Directors,

T. ARNOLD, Secretary.

Hongkong, 1st July, 1897.

NOTICE.

HONGKONG ICE COMPANY, LTD.

In accordance with the Provisions of No. 104

of the Articles of Association the GENERAL MANAGERS have this DAY DECLARED an INTERIM DIVIDEND for the Half-Year ended 30th June, 1897, of EIGHT per Cent. on the Paid-up Capital.

DIVIDEND WARRANTS Payable at the HONGKONG & SHANGHAI BANK will be issued to Shareholders on WEDNESDAY, 28th July.

The TRANSFER BOOKS of the Company will be CLOSED from 20th to 28th inst., both days inclusive.

By Order of the Board of Directors,

T. ARNOLD, Secretary.

Hongkong, 1st July, 1897.

NOTICE TO SHAREHOLDERS.

FINAL CALL.

SHAREHOLDERS are hereby notified that the FINAL CALL of TWO DOLLARS (\$1) per Share has been made, and is PAYABLE at the Company's OFFICES, No. 27, Queen's Road Central, on 9th August, 1897.

SHAREHOLDERS are requested, when paying the above-named Call, to send to the Acting Secretary the PROVISIONAL SHARE CERTIFICATES. These will be retained, and FULLY PAID-UP SCRIPS will be issued to them in due course.

By Order of the Board of Directors,

CHARLES F. HARTON, Acting Secretary.

Hongkong, 1st July, 1897.

NOTICE.

M. CURMALLY HASSEAU, being about

to proceed to BOMBAY, M. CURMALLY JAN MOHOMED Assumes Charge of my Business from this date and is authorized to sign the FIRM in HONGKONG, CHINA and JAPAN.

E. PABANEY.

WANTED.

A FULL SIZE BILLIARD TABLE Complete.

Apply to, "RITCHIE,"

c/o CARMICHAEL & CO., 18, Piaya Central,

Hongkong, 13th July, 1897.

Intimations.

PENINSULAR AND ORIENTAL STEAM NAVIGATION COMPANY.

FOR STEAMERS CAPTAINS TO SAIL REMARKS
KOBÉ Masagor E. G. Andrews Daylight, 15th July, Freight only.

LONDON &c. Ravenna C. T. Drury, R.N.R. Noon, 15th July, [See Special Advertisement]

JAPAN Victoria C. H. S. Teague, R.N.R. Noon, 16th July, [Freight or Passage, (Passing through the Inland Sea)]

LONDON &c. Canton D. C. Gregor, R.N.R. About 22nd July, Freight or Passage.

JAPAN, &c. Ceylon R. R. Pearce About 22nd July, [Freight or Passage, (Passing through the Island Sea)]

SHANGHAI K. Ito & Hidde S. Barcham About 24th July, Freight or Passage.

LONDON Malacca N. P. Pollock About 5th Aug., Freight or Passage.

For Further Particulars, apply to

H. A. RITCHIE, Superintendent

Hongkong, 13th July, 1897.

HOTEL METROPOLE, 1, TSUKIJI, TOKYO.

FIRST-CLASS HOTELS, centrally situated, well-furnished, the Cuisine under the Supervision of approved French Chef has no equal. ENTIRE FOREIGN MANAGEMENT.

Experienced English matron in attendance.

The Hotel steam-launch with European Agent attends arrivals and departures; every assistance given in clearing luggage and affording information. Passengers are met at the Railway Station.

THE HONGKONG TELEGRAPH, WEDNESDAY, JULY 14, 1897.

To-day's Advertisements.

A SEA TRIP.
TO-NIGHT! AND TO-NIGHT!
EVERY EVENING.
THE NEW AND COMMODIOUS STEAM LAUNCH
KWONG LEE
will leave PEDDER'S WHARF
at about 5.30 P.M., returning at 7.45, leaving at
8.45. Around the Island. PRICES to suit the
times \$1.00.

The "KWONG LEE"
will leave Pedder's wharf at 7 A.M. on Sunday
the 18th for Macao return tickets \$3. Book
early at ROBINSON'S MUSIC ROOMS, Queen's
Road, as only a limited number of tickets will
be issued. Refreshments can be obtained on
board.

Owing to the crush on Sunday night, Mr.
Marks has made arrangements to run two
Launches every Sunday night.

SAM MARKS,
29, QUEEN'S ROAD.
To whom all business communications should
be addressed.
Hongkong, 12th July, 1897. [1055]

DOUGLAS STEAMSHIP COMPANY,
LIMITED.

FOR SWATOW, AMOY AND FOOCHOW.
THE Company's Steamship

"NAMOA,"
Captain Hall, will be despatched for the
above Ports TO-MORROW, the 15th instant, at
noon.

For Freight or Passage, apply to
DOUGLAS LAPRAK & CO.,
General Managers,
Hongkong, 14th July, 1897. [1071]

CHINA NAVIGATION COMPANY,
LIMITED.

FOR TIENSIN.
THE Company's Steamship

"NANCHANG,"
Captain Finlayson, will be despatched as above
on MONDAY, the 19th instant, at 2 P.M.
For Freight or Passage, apply to

BUTTERFIELD & SWIRE,
Agents.
Hongkong, 14th July, 1897. [1061]

NIPPON YUSEN KAISHA.

JAPAN-AUSTRALIA LINE.
MONTHLY SERVICE
(Under Mail Contract.)

FOR NAGASAKI, KOBE AND YOKOHAMA.
THE Company's Steamship

"OMI MARU,"
Captain C. Young, will be despatched for the
above Ports on MONDAY, the 19th instant,
at 4 P.M.

This Steamer is fitted with Superior Passenger
Accommodation and is lighted by electricity
throughout. A duly qualified Doctor and a
European Stewardess are carried.

For Freight or Passage, apply to
NIPPON YUSEN KAISHA,
Hongkong, 14th July, 1897. [1078]

MOGUL-WARRACK-MILBURN LINE.
FOR NEW YORK, VIA SUEZ CANAL.
THE Steamship

"ARVILL,"
to sail at Noon, on the 20th July, 1897.

S.S. "GHAZI E." to sail about 7th August, 1897.
S.S. "LENNOX" to sail about 22nd August, 1897.
For Freight or Passage, apply to

DODWELL, CARLILL & CO.,
Agents.
Hongkong, 14th July, 1897. [1064]

INDO-CHINA STEAM NAVIGATION
COMPANY, LIMITED.

FOR CHEFOO AND TIENSIN.
THE Company's Steamship

"TAKSANG,"
Captain P. H. Rolfe, R.N.R., will be despatched
as above on FRIDAY, the 23rd instant, at 4 P.M.
For Freight or Passage, apply to

JARDINE, MATHESON & CO.,
General Managers.
Hongkong, 14th July, 1897. [1079]

"NATAL" LINE OF STEAMERS.

FOOCHOW AND HONGKONG TO SOUTH
AFRICA (DIRECT).

FOR NATAL, EAST LONDON, ALGOA
BAY, MOSEL BAY AND CAPE TOWN.
(Taking cargo under bill of lading to
DURGA BAY and BEIRA.)

THE Steamship

"PONGOA,"
Captain Cox, due here from Foochow on the
2nd July, will be despatched for the above
Ports on SATURDAY, the 24th July, at Noon.
To be followed by the Company's Steamship

"CONGELLA,"
on or about the 17th August. This steamer left
Durban and July, for Foochow (direct).

For Freight or Passage, apply to
DODWELL, CARLILL & CO.,
Agents.
Hongkong, 14th July, 1897. [1080]

NOW READY!

COMMERCIAL AND STATISTICAL
PAPERS.

No. 1—APRIL, 1897.

Being reports of meetings of Companies and
Corporations for periods ending 31st December,
1896.

This pamphlet is published for the convenience
of the Commercial Community and is
for sale.

PRICE \$1. PER COPY,
at the office of the
HONGKONG TELEGRAPH,
No. 6 Pedder's Hill.
Hongkong, 7th May, 1897. [1061]

To-day's Advertisements.

"GLEN" LINE OF STEAM PACKETS.

FOR KOBE AND YOKOHAMA.

THE Steamship

"GLENLOCHY,"

Captain Macgregor, will be despatched as above
on WEDNESDAY, the 21st instant, at 4 P.M.

For Freight or Passage, apply to

JARDINE, MATHESON & CO.,
Agents.

Hongkong, 14th July, 1897. [1081]

[1081]

INTIMATIONS.

DAKIN, CRICKSHANK &
COMPANY,

VICTORIA DISPENSARY,
HONGKONG.

AERATED WATERS.

SIMPLE AERATED WATER.

SODA WATER.

LEMONADE.

GINGER ALE.

SARSAPARILLA.

RASPBERRYADE, &c.

ADVERTISING.

NOTICES TO CORRESPONDENTS.

ADVERTISEMENTS.

TO SUBSCRIBERS.

SUBSCRIBERS TO "THE HONGKONG
TELEGRAPH" ARE MOST RESPECTFULLY
REMINDED THAT ALL SUBSCRIPTIONS
MUST BE PAID IN ADVANCE.

BIRTH.

On the 28th of June at Lumu, Dindings
(Strait), the wife of CLEMENT THEOPHILUS DE
SOUSA, Government Apothecary, of a son.

The Hongkong Telegraph

HONGKONG, WEDNESDAY, JULY 14, 1897.

REUTER'S MESSAGES.

OUTRAGE ON A BRITISH STEAMER.

LONDON, July 12th.

A gang of Achinese on board the British
steamer *Pegu*, after murdering Capt. Ross and
seven of the native crew and wounding sixteen,
fled to the current catching his boat and carrying
it out of the course. Capt. Ross won as he liked,
but had it not been for Sayer's bad luck the
race would have been an interesting one. Under
the circumstances it might well be rowed over

CONSULAR.

Sir Henry H. Johnston, K.C.B., Consul
General &c., of Nyasaland has been appointed
Commissioner and Consul-General at Tunis.

The Foreign Office List (1897) gives the following
particulars of Sir Henry H. Johnston's
career:—He was appointed Her Majesty's Vice-Consul
for the territories under the Pro-
tectorate of Germany in the Districts of the
Cameroun, bounded on the west by the Rio
del Rey, and for the Oil Rivers, and the
adjacent territories, October 14, 1887. Was
Acting Consul at Old Calabar from June 7,
1887, to May 21, 1888. Was promoted to
Consul for the Portuguese Possessions on the
East Coast of Africa, to reside at Mombasah,
January 23, 1889. Was made C.B., August
16, 1890. Was promoted to be Commissioner
and Consul-General for the territories under
British influence to the North of the Zambesi,
February 1, 1891. Made a K.C.B., January
10, 1896.]

THE Nagasaki Shipbuilding Yards, under the
management of the Mitsubishi firm, is to be
greatly enlarged with the view of making it the
most extensive dock in the East. Baron Iwaki,
President of the Bank of Japan and head of
the Mitsubishi firm, now in Kyoto, will shortly
proceed to Nagasaki in connection with the
enterprise and will hold a conference with Mr
Shoda, who has already been dispatched from
the capital. We are further informed that
the Mitsubishi firm, having recognised the profit
derived from shipbuilding, will sell out more
shares of the Nippon Yusen Kaisha and apply
the proceeds towards the expansion of the
works.—*Japan Mail*.

THE Beaufort dispute has broken out in a fresh
place, says the *China Gazette*. This time in
the German Consulate where the firm named
has entered proceedings against Capt. Fuhrer,
still in command of their chartered steamer
Woolang, for making alleged false entries in
the log. The hearing of the case was originally
set down for the 3rd inst., when the defendant
failed to appear, and the hearing was put off
till yesterday (7th) when the defendant
was present in court. The Agent of the
Court, however, succeeded in the Queen of
Heaven Temple on the 8th, apparently quite
well, during the arbitration proceedings before
Capt. Fuhrer, and the *Gazette* therefore expected that
the case would be heard in a day or two.

THE Tebrau Planting Company's meeting to-
morrow.

THE Sanitary Board meets at 4:15 p.m.
to-morrow.

THE HONGKONG TELEGRAPH, WEDNESDAY, JULY 14, 1897.

Our weather has materially improved since I last wrote. The bad weather has dispersed, and although there are occasional heavy showers of rain, it has declared itself as summer at last. I was wrong in saying the last typhoon entered the seas between Hongkong and here. I should have written between this and Amoy. Heavy weather has been experienced in the Formosa Channel by vessels arriving here from the north. Last evening we experienced a heavy rain squall, accompanied by thunder and lightning.

Communication between Hongkong and this has not been very frequent of late, and the supply of ice in the port is nearly exhausted in consequence. The Douglas steamers seem to have forgotten that such a place as Sowlo exists.

LEGAL INTELLIGENCE.

SUPREME COURT.

IN APPELLATE JURISDICTION.

(Before their Lordships Sir J. W. Carrington, Kt., C.M.G., Chief Justice, and Mr. A. G. Wise, Pulana Judge).

July 14th.

ALL ABOUT A DOG.

Mr. M. W. Slade (instructed by Mr. C. D. Wilkinson) appeared for the appellant and Mr. J. J. Francis, Q.C. (instructed by Mr. J. Hastings), for the respondent.

Mr. Slade—This is an appeal.

Mr. Francis—I ask your Lordships that the motion be read. I have a preliminary objection.

The motion was read. It was an appeal against the decision of Mr. A. G. Wise, Pulana Judge, in the action of Jackson v. Freddie on the 27th May.

Mr. Francis objected to the motion being proceeded with on the ground that the Court had no jurisdiction to entertain it. The time fixed by the Supreme Court Ordinance had long expired, the judgment in the case having been given on the 27th May, 1897. He submitted that their Lordships had no power to hear the application for leave to appeal until an order for the extension of time within which to appeal was first made.

The Chief Justice said that when the motion was first made the question of time arose and the point was set for argument to day.

Mr. Francis, continuing, said that the application was not then before the Court. The appellant had not applied for an extension of time and only asked for leave to appeal. The Court had no power. Such an application, that is to say the extension of time, could not be made ex parte.

Their Lordships then informed Mr. Francis that it was not made ex parte but in the presence of the solicitor (Mr. Hastings).

Mr. Francis said that the application was wrong and their Lordships should have rejected it. The case of Everett v. Lawrence was quoted. One of the very latest cases on the subject was also reported in the Chancery Division in the case of the Manchester Economic Building Society, which was almost the only case in modern books resembling the one before the Court. That was a case in which there'd been some practically fraudulent proceedings on the part of a Company, which was insolvent. The order made was for the winding up of the Company under supervision. Many months afterwards it was discovered that the resolution was entirely void. An application was made to the Court for leave to appeal. In the argument of Mr. Dickens, Q.C., it was perfectly proved that there was absolutely no doubt that a void order had been made. Ultimately, an order was made extending the time and the appeal was heard by the consent of both parties and an order was made. An application must first be made on sufficient grounds for the extension of time before the appeal could be brought in and then if it were granted the merits of the case would have to be taken.

The Chief Justice said that practically on hearing the motion for leave to appeal they decided with the extension of time.

Mr. Francis said that the last case he mentioned was probably the strongest case on the principles of which leave to appeal could be given. He quoted Collins v. V. Stry of Paddington, a suit at common law, which was applicable to this case.

The question of the extension of time was ultimately refused by the Court. In the case of MacAndrew v. Barker, reported in the Scotch Chancery Division, the motion for leave to appeal was refused as being too late. He asked that the present application for leave for the extension of time be dismissed. Extension of time had only been granted where mistakes, misunderstandings or fraud on the part of the other party had caused the delay.

Mr. Slade—That your Lordships will suffice.

The Chief Justice informed Mr. Francis that if he would waive the question of the extension of time the irregularity and consent to Mr. Slade putting a motion on the file asking for an extension would be dealt with.

Mr. Francis agreed to waive the irregularity.

The Chief Justice to Mr. Slade—We said at the last session that this question as to whether you are out of time or not will now be argued. You will have to file a motion to ask leave for the extension of time.

Mr. Slade said that on the 20th May, this year, the action was brought by Jackson against Freddie in the Summary Court before Mr. Wise for the recovery of a ball terrier dog. Mr. Jackson gave evidence that he had the dog since it was born. He lost it one day in January this year and reported the matter to the Police. Several months later he saw the dog in the defendant's possession. Some of Jackson's friends and the two coolies who used to look after the dog gave evidence that it belonged to Jackson. The defendant said that it was given to him by Tuhman, who swore that the dog was given to him by Allanson in September or October. Jackson had not evidence ready to rebut the story, which came as a surprise to him, and he lost the case. He made enquiries whether what was said was true or not. It took him 8 days to find out that Allanson was in Shanghai and he had communications with him regarding the date he got into possession of the dog and he received a reply that he could not remember the exact date but it was either in November, December, or January. The delay was not caused by Jackson trying to get a false affidavit but by his attempt to arrive at the truth. It would have been physically impossible for Mr. Jackson to have got Allanson in time and he did not feel justified in filing the motion before. Mr. Jackson had grave doubts about the evidence for the defence and he had, therefore, to make enquiries before incurring legal expenses. Why, counsel asked, was the power to extend time inserted if not to enable a man who, perhaps, *bonda fide*, discovers evidence which it was absolutely impossible for him to obtain before? It was only act of a prudent man and it was his proper course to avoid expense and to make enquiries whether he had a good chance of succeeding before burdening the Court. Had he appealed within the time he could have proved nothing. It was apparent that an injustice would be done unless the motion for leave to appeal were allowed. Unless they went into the facts they would allow the defendant to prevail against an honest man who took no steps to reverse the decision until he had *bonda fide* evidence.

Mr. Francis said that, with reference to what had been said by John Reid,

he would ask leave to cross-examine Mr. Jackson on the affidavit. It seemed, from the papers he (Mr. Francis) had in his hand, that there were some very grave mistakes. He then referred to differences in some of the dates and other matters and argued that there was no ground for granting an extension of time. He quoted the *Chancery Practice* on the law of appeals and stated that the practice in the English Courts in such matters was practically the same as here. Here the court had not power apparently to grant leave but it might exercise its discretion in granting an extension of time in dealing with an appeal from an interlocutory judgment, where circumstances after judgment left the appeal beyond the prescribed period, unless the applicant had been misled or did not act through misapprehension of the rules of the court. Extension of time for leave to appeal should not be given unless there had been some mistake, misunderstanding, or misapprehension, either on the part of the appellant or his solicitors, which had prevented him entering his appeal in due course. His learned friend should have shown in his application some cause or authority to justify his present application. It was an application for the re-hearing of a case which had been disposed of by final and definite judgment. It was not a case to which the court, on its merits, would grant a re-hearing an extension of time should not be granted. He then referred to Mr. Jackson's evidence in the court below and his being unable to find certain marks on the dog.

The Pulana Judge—The dog had one of the marks but it was on the wrong side. Mr. Francis, continuing further traversed the evidence, and said that Mr. Jackson had not shown due diligence. Counsel then dealt with the affidavits and said that, to test Mr. Jackson's *bonda fide*, he wished to cross-examine him on his statement. His learned friend had not shown any authority for the application and had not quoted a single case to justify him. The question of *bonda fide* and diligence did not seem to have been taken into account. The only question was whether there had been a mistake, misunderstanding, blunder in practice, or want of knowledge, which prevented the application being made in proper time. Counsel quoted a case from the *Chancery Division* where an extension of time was granted after ignorance had been proved and that, he said, was a proper case for appeal. He asked their Lordships for leave to cross-examine Mr. Jackson.

The Chief Justice said he would note the application.

Mr. Slade said counsel did not practically attempt to refute that Mr. Jackson had acted with due diligence. The fact that he did not quote cases was only a weak objection. It was clearly shown in the case quoted that if he had acted *bonda fide* and, through want of knowledge, was unable to make the application before, he should have leave to appeal. This was not an interlocutory application but they asked for leave to appeal against a final decision. The only question was whether there had been a mistake, misunderstanding, blunder in practice, or want of knowledge, which prevented the application being made in proper time. Counsel quoted a case from the *Chancery Division* where an extension of time was granted after ignorance had been proved and that, he said, was a proper case for appeal. He asked their Lordships for leave to cross-examine Mr. Jackson.

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